

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

CLAUDETTE DeLEON  
Plaintiff

v. CIVIL ACTION NO. 05-126 ERIE

CRAWFORD CENTRAL SCHOOL  
DISTRICT, et al.,  
Defendants

SETTLEMENT

Proceedings held before the HONORABLE  
  
SEAN J. McLAUGHLIN, U.S. District Judge,  
  
in Judge's Chambers, U.S. Courthouse, Erie,  
  
Pennsylvania, on Wednesday, September 20, 2006.

APPEARANCES:

CALEB L. NICHOLS, Esquire, appearing on behalf  
of the Plaintiff.

ROBERTA BINDER HEATH, Esquire, appearing on

Ronald J. Bench, RMR - Official Court Reporter

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1 PROCEEDINGS

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3 (Whereupon, the following on the record  
4 proceedings began at 4:33 p.m., on Wednesday, September 20,  
5 2006, in Judge's Chambers.)

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7 THE COURT: All right, let's go on the record.

8 The court is advised that a tentative settlement agreement has  
9 been reached in this case. Let me explain what I understand to  
10 be the terms, then I will get that confirmed with the various  
11 parties. My understanding is that in return for the payment of  
12 \$100,000, the plaintiff has agreed to release and forever  
13 discharge the defendant from all claims and causes of action

14 arising out of this lawsuit filed at Civil Action No. 05-126

15 Erie.

16 I'm now going to turn over to both the plaintiff and

17 plaintiff's counsel to confirm that; is that correct, Ms.

18 DeLeon?

19 MS. DeLEON: That's correct.

20 THE COURT: Mr. Nichols, is that correct?

21 MR. NICHOLS: As I understand, that's correct, sir.

22 THE COURT: And my understanding, also, is that the

23 defendant is willing to pay the sum of \$100,000 in return for a

24 full and complete release relative to all the claims raised at

25 this term and number, is that correct?

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1 MS. HEATH: That is correct.

2 THE COURT: Now, the only contingency here is that

3 inasmuch as the \$100,000 is being paid partially by the

4 insurance carrier and partially by the school district, Mr.

5 Dolecki, who is the superintendent who was with us here today

6 but had to leave to attend a meeting, has to obtain formal

7 board approval of the school district's portion of the

8 settlement payment. I have been informed by Mr. Dolecki and

9 counsel for the defendant has informed me that it is

10 anticipated that that is going to occur, he has no reason that

11 it won't. But until it does, the case can't be officially

12 settled. But I wanted to get this contingency on the record.

13 I'm going to direct that as soon as defense counsel

14 hears on Tuesday that that has been confirmed, you let us know.

15 And then we will administratively close the case. And you

16 folks can go ahead and exchange your releases.

17 In the unlikely event that if for some reason that

18 isn't approved by the board, recognizing that this is

19 contingent, then we're back to square one. Then the lawsuit

20 will proceed if for some reason they can't get the authority.

21 But it appears to me that in all likelihood, based upon what

22 I've been told, that they will.

23 I would also suggest that you give Mr. Nichols -- do

24 you have his phone number?

25 MS. HEATH: Yes.

1 THE COURT: Give Mr. Nichols a call first thing on

2 Tuesday whenever it is reasonably convenient for you. And

3 then, as I said, you get back to us, fair enough?

4 MS. HEATH: I will do that.

5 THE COURT: All right, thank you, counsel.

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7 (Whereupon, at 4:36 p.m., the Settlement proceedings

8 were concluded.)

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## 1 CERTIFICATE

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5 I, Ronald J. Bench, certify that the foregoing is a

6 correct transcript from the record of proceedings in the

7 above-entitled matter.

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13 Ronald J. Bench

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